

# Challenge Scholars Program Terms and Conditions

## Grand Rapids Community Foundation

The Challenge Scholars Terms and Conditions set forth the terms and conditions for your participation in the Challenge Scholars Program run by Grand Rapids Community Foundation (GRCF), including your receipt of any Challenge Scholars scholarship award.

You should carefully read these Terms and Conditions. Your acceptance of any scholarship award from GRCF is governed by these Terms of Use, which are a legally binding contract between you and GRCF.

IF YOU DO NOT UNDERSTAND, ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS, OF USE YOU SHOULD DECLINE ANY SCHOLARSHIP AWARD FROM GRCF.

### SCHOLARSHIP AWARD TERMS AND CONDITIONS

1. To become a Challenge Scholar and remain eligible for the scholarship award, you must meet all of the scholarship requirements set forth in the Award and Eligibility Criteria for the Challenge Scholars Scholarship.
2. Funds will be disbursed nominally twice a year, for fall semester and spring semester of an academic year. Funds will be disbursed only after you fully complete and submit all information required in the semester check-in. If you transfer to another qualifying institution, scholarship funds will be made payable to the new institution.
3. For each eligible academic semester you must renew your status as a Challenge Scholar by completing an online renewal process by the specified deadline in accordance with instructions provided on the Challenge Scholars website or in a communication sent by GRCF. The renewal process may require you to report progress in your chosen course of study, challenges and accomplishments over the past term, and plans for the coming term. In addition, you may be required to submit a copy of your student bill, and a current transcript each year detailing coursework, credit hours, grades earned, and GPA, and are expected to remain in good academic standing, making satisfactory academic progress toward earning your degree. You must renew and submit this information regardless of whether are seeking funding for the upcoming academic year. If you terminate attendance at the School, cease to make satisfactory progress toward a degree, or perform inconsistently with the purposes and conditions of the grant, as determined by the School or the Foundation, the Foundation will request that the School refund to the Foundation any portion of the grant not yet expended.
4. If you do not meet the terms and conditions of this scholarship you may be placed on probation for one year. If the deficiencies are not corrected within that time, GRCF may discontinue your scholarship award and remove you from the Challenge Scholars program.
5. The scholarship award shall be applied against the recipient's cost of attendance as established by the college or university. In the event that GRCF or its agent obtains any information indicating that you have used scholarship award dollars for any purpose other than tuition and fees, room and board, other items listed in the cost of attendance as established by the college or university, or if you have failed to provide any required report or other materials, GRCF will investigate and review your use of the funds. During any such investigation, GRCF may withhold further payments until it has determined that no part of the scholarship has

been used for improper purposes and until any delinquent reports have been submitted. If GRCF determines that any part of a scholarship has been used for improper purposes, it will take full steps to recover diverted scholarship funds or to insure the restoration of diverted funds, including legal action. In addition, if GRCF determines that any part of the scholarship has been used for improper purposes, GRCF may revoke your scholarship and you will forfeit your right to any additional funds.

6. Upon selection, and throughout the period in which you are receiving scholarship dollars from GRCF, you are expected to exhibit personal qualities that reflect the high standards established by GRCF and to conduct yourself in a manner befitting a Challenge Scholar. If you, in the opinion of GRCF, are determined to have acted in a manner inconsistent with GRCF's standards or that reflects poorly on or may damage the name, reputation or goodwill of GRCF, or its principals, you may lose the scholarship and immediately forfeit the right to any additional scholarship funds and/or the right to be recognized as a Challenge Scholar.

7. GRCF, from time to time, may modify these terms and conditions or any other requirements for this scholarship program. If this occurs, notification will be provided to you by email, posting of a notice to the Challenge Scholars website or other reasonable means of communication. Such modifications may include changes to reports, report content, new items to be submitted, or deadline changes. GRCF may require other information from you to facilitate, inform or enhance the program and may require you, if necessary, to assist GRCF or its agent in obtaining reports from your college or university. GRCF may withhold or delay disbursement of scholarship funds until all reporting and other requirements have been met to the satisfaction of GRCF.

8. If GRCF becomes aware that the payment of scholarship dollars will reduce or displace other financial aid you would receive from your college or university, GRCF may decide not to pay all or a portion of a scholarship.

9. Failure to comply fully with any and all of the terms and conditions of the Challenge Scholars program may result in you being placed on probation and/or losing the scholarship and forfeiting the right to any additional scholarship funds. You must communicate with GRCF immediately if you fail to comply with any of these terms. In cases of extreme hardship, you may provide a written statement requesting an exception and explaining the extenuating circumstances that justify an exception. GRCF reserves the right to make exceptions to these terms at its sole discretion.

10. In order for GRCF to administer the Challenge Scholars program effectively, GRCF requires that all Challenge Scholars communicate regularly with GRCF, and that every Challenge Scholar take all actions reasonably requested by GRCF related to the program. Without limiting any other provision of these requirements, any Challenge Scholar who repeatedly fails to respond to communication requests from GRCF staff, or fails to take actions in a timely manner that are reasonably requested by GRCF staff, may forfeit the award of the scholarship, any remaining portion of the scholarship, and/or the right to be recognized as a Challenge Scholar. Examples include (but are not limited to) not responding to academic check-in requests or failure to meet required deadlines for submission of needed academic, financial, or other information.

### **IRS Policy on Taxability of Scholarships**

You are encouraged to consult with your school's financial aid office or with your personal or family advisor to determine whether any portion of your Challenge Scholars scholarship award is taxable income that needs to be reported to the Internal Revenue Service. Whether or not reporting is required or any tax will be owed will depend upon the unique facts and circumstances of a Scholar's individual financial situation and/or certain aspects of the Scholar's program of study and/or his or her institution's requirements. GRCF does not provide tax or financial advice in regards to these scholarships.

## **Privacy and Data Security**

GRCF respects your privacy and the privacy of others and takes steps to prevent unauthorized access to data on its systems. In addition, GRCF does not sell or provide to any third party for direct marketing or other unrelated purposes, any data received from Challenge Scholars and will not transfer such data to any outside party other than contractors, consultants, and others working with GRCF on its programs or to third parties with a legitimate interest in you as a Challenge Scholar. You consent to us using your information for research purposes, such as analyzing aggregated data to identify factors that influence the likelihood that a student will obtain a post-secondary credential or degree. You consent to your personal information being shared by GRCF with contractors, consultants, and others working with GRCF on its programs. Please view our [Privacy Policy](#) for more information about our privacy practices.

## **Scholarship Award Probation and Forfeiture**

To be and remain eligible for the Challenge Scholar scholarship award, you must be in compliance with the terms and conditions of the scholarship program as outlined here and in the document, Award and Eligibility Criteria for the Challenge Scholars Scholarship.

You may be disenrolled for violating any terms of the Challenge Scholar program, including but not limited to:

- Not being continuously enrolled in an eligible four-year or two-year college or university in which credits can be earned toward a certificate, associates, or baccalaureate degree, beginning within twelve months of graduation from high school.
- Not making Satisfactory Academic Progress (SAP), as defined by the institution you attend, toward earning your degree, including failing to maintain a grade level that permits progress toward graduation on a normal schedule.
- Not keeping GRCF informed of your current academic progress or changes to your academic record through the required check-in surveys.
- Failure to be in contact with Challenge Scholars for a period of twelve months or more.

Additional requirements for continued eligibility are available in the document, Award and Eligibility Criteria for the Challenge Scholars Scholarship. Should you not be in compliance, GRCF may suspend your scholarship award until such deficiencies are corrected. However, if deficiencies are not corrected within one academic semester, GRCF may revoke your scholarship and you will forfeit your right to any additional funds.

## **Limitation of Liability**

GRCF SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DELAY OR FAILURE IN PROVIDING YOU SCHOLARSHIP FUNDS, OR YOUR ABILITY TO ACCESS OR USE THE FUNDS. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL GRCF, ITS AFFILIATES, ITS LICENSORS AND/OR ITS SERVICE PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN ASSOCIATION WITH THE CHALLENGE SCHOLARS PROGRAM OR YOUR AWARD OF ANY SCHOLARSHIP FUNDS, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF IT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR TOTAL DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$500, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **COLLEGE INFORMATION RELEASE AUTHORIZATION**

So that GRCF may continue to monitor your academic progress and ensure your continued eligibility for the Challenge Scholars scholarship award, you hereby authorize the college or university you attend to release to Grand Rapids Community Foundation information from your student record regarding your academic,

financial and personal standing at such institution, including, without limitation, academic transcripts and financial aid information, and information regarding your performance and behavior at the institution.

You agree that if your college or university requires additional authorizations, you will promptly complete such authorization so that GRCF can have access to the information described above. Failure to do so may result in suspension or revocation of your Challenge Scholars scholarship award.

### **MEDIA RELEASE AUTHORIZATION**

As a condition to accepting a Challenge Scholars scholarship award, you agree that GRCF may use certain information and materials about you in connection with the promotion of the Challenge Scholars Program and GRCF generally.

Specifically, you give consent to GRCF to use your name, recorded voice, recorded video, photograph, portrait, and any likeness in any media form and type of publication, including annual reports, brochures and newsletters and the internet and grant to the Foundation any and all rights to said use without compensation.

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